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Reply to St. Paul office

September 19, 1997

RECORDATION NO. **20814-A** FILED  
**SEP 22 '97 11-26 AM**

Sent Via FedEx

Vernon A. Williams, Secretary  
The Surface Transportation Board  
U.S. Department of Transportation  
1925 K Street, N.W.  
Washington, D.C. 20423

Attention: Janis Fort, Room 704

Re: Recordation No. 20814 filed August 12, 1997  
Secured Party - Johnstown America Corporation  
Grantor - Western Fuels Association, Inc.

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
SEP 22 11 26 AM '97

Dear Secretary Williams:

Enclosed are five original executed copies of the document described below, to be recorded pursuant to 49 USC § 11303. This secondary document is a termination and release document, dated as of September 3, 1997. The primary document to which this is connected is recorded under Recordation No. 20814.

We request that this release be cross-indexed. The names and addresses of the parties to the document are as follows:

Secured Party: Johnstown America Corporation  
17 Johns Street  
Johnstown, Pennsylvania 15901

Grantor: Western Fuels Association, Inc.  
405 Lakewood Street, Suite 305  
Lakewood, Colorado 80228

The description of the collateral is set forth in Schedule 1 to the Termination of Security Agreement, and is as follows:

Vernon A. Williams, Secretary  
September 19, 1997  
Page 2

105 Aeroflo Aluminum Auto Flood Cars bearing road  
marks and numbers: WFA 97000 through WFA  
97104 (both inclusive)

115 Aeroflo Aluminum Auto Flood Cars bearing road  
marks and numbers: WFA 97500 through WFA  
97614 (both inclusive)

Also enclosed is a check in the amount of \$24.00 payable to The Surface Transportation Board covering the required recordation fee.

Kindly return the stamped original and as many of the remaining originals as are not needed by the Commission for recordation purposes to the undersigned. A postage-paid envelope has been enclosed for your use.

Following is a short summary of the document to appear in the index, as follows:

Document to be Recorded:

Termination of Railcar Security Agreement dated as of September 3, 1997, to Railcar Security Agreement dated August 1, 1997, between Johnstown America Corporation as Secured Party, and Western Fuels Association, Inc. as Grantor, releasing the lien and encumbrance on 220 aeroflo aluminum autoflood railcars.

Very truly yours,



David P. Swanson  
Attorney-In-Fact for  
Western Fuels Association, Inc.

DPS/RMH/jeg/927105

Enclosures

cc w/enclosure: Kirk Nobis  
Michael P. Siska, Jr.  
Susan Lichtenfeld

SEP 22 '97

11-26AM

## TERMINATION OF SECURITY AGREEMENT

THIS TERMINATION OF SECURITY AGREEMENT is made this \_\_\_\_ day of August, 1997, by and between Johnstown America Corporation, a Delaware corporation ("JAC"), and Western Fuels Association, Inc. a Wyoming corporation ("WF").

WHEREAS, JAC and WF are parties to a Railcar Security Agreement, dated as of August 1, 1997 (the "Security Agreement"); and

WHEREAS, the Security Agreement created a lien and security interest in favor of JAC in and to the railcars described on Schedule 1 attached hereto (the "Equipment"); and

WHEREAS, the Security Agreement was duly filed for recordation with the Surface Transportation Board (the "STB") pursuant to 49 U.S.C. Section 11301, on August 12, 1997, at 12:18 p.m. and given Recordation Number 20814; and

WHEREAS, JAC and WF desire to terminate and cancel the Security Agreement and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WF and JAC, intending to be legally bound, agree as follows:

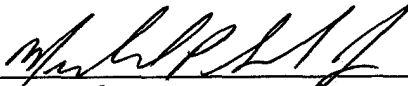
1. WF and JAC hereby terminate and cancel the Security Agreement, effective as of the date this Termination of Security Agreement is filed with the STB, and WF and JAC hereby agree that no rights, duties or liabilities under the Security Agreement shall survive such termination and cancellation of the Security Agreement, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the date hereof.

2. The parties agree to record this Termination of Security Agreement with the STB so as to release any lien against the Equipment created by or arising out of the Security Agreement.

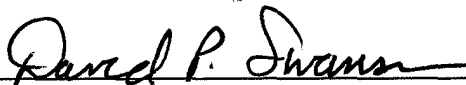
3. This Termination of Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, JAC and WF have caused this Termination of Security Agreement to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION,  
a Delaware corporation

By   
Its DIRECTOR, MARKETING &  
SALES ADMINISTRATION

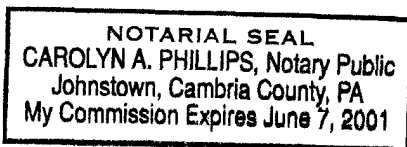
WESTERN FUELS ASSOCIATION, INC.  
a Wyoming corporation

By   
Its Attorney-In-Fact

STATE OF PENNSYLVANIA )  
 ) : SS  
COUNTY OF CAMBRIA )

On this, the 20th day of August, 1997, before me, a Notary Public in and for said County and State, personally appeared Michael P. Siska Jr. of JOHNSTOWN AMERICA CORPORATION who acknowledged himself to be a duly authorized officer of JOHNSTOWN AMERICA CORPORATION, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

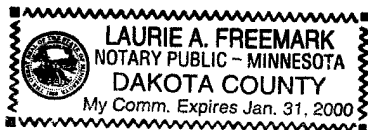
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Carol A. Phillips  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

STATE OF COLORADO )  
 ) : SS  
COUNTY OF \_\_\_\_\_ )

On this, the 3rd day of September 1997, before me, a Notary Public in and for said County and State, personally appeared David P. Swanson of WESTERN FUELS ASSOCIATION, INC., who acknowledged himself to be a duly authorized officer, of WESTERN FUELS ASSOCIATION, INC. and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.



Laurie A. Freemark  
Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_

SCHEDULE 1  
TO TERMINATION OF SECURITY AGREEMENT

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DESCRIPTION OF KANSAS CITY RAILCARS:

115 Aeroflo Aluminum Auto Flood Cars bearing road marks and numbers: WFAX 97500 through WFAX 97614 (both inclusive)

DESCRIPTION OF SIKESTON RAILCARS:

105 Aeroflo Aluminum Auto Flood Cars bearing road marks and numbers: WFAX 97000 through WFAX 97104 (both inclusive)